Registered No M—1175

The Mysore Gazette.

Vol. 65.] PUBLISHED BY AUTHORITY. [No. 42.

BANGALORE, THURSDAY, OCTOBER 23, 1930.

PART VI.

PUBLIC ADVERTISEMENTS.

FOREST DEPARTMENT.

OFFICE OF THE DISTRICT FOREST OFFICER, SHIMOGA.

Notification dated 14th October 1930.

It is hereby published for general information that the exclusive right of collecting the Minor Forest Produce on all Government unoccupied lands, Amrut Mahal Kavals, State Forests, Reserved Lands and Plantations up to 30th June 1932, will be sold talukwar by public auction on the dates and at the places specified below :—

Area comprised	Place of sale	Date of sale	Officer conducting the sale
SHIMOGA DISTRICT.			
Shimoga ..	District Forest Office, Shimoga.	30th October 1930	Deputy Commissioner or any other Officer deputed by him with the help of the District Forest Officer.

REMARKS.—Excludes the produce of inam, jodi, kyamgutta, sarvamanya, kandayam and other lands, which are in the occupancy of private individuals as well as village "Amarayi" which is sold separately by the Amildar in the Revenue Department.

Village amarayi consists of the following ten kinds of produce found in the assessed waste, gomal, kharab lands, gavtana and other lands set apart for communal purposes :—

1. Hunse, 2. Mavu, 3. Seege, 4. Cocoanut, 5. Hippe, 6. Neralu, 7. Halasu, 8. Jail, 9. Honge seeds and leaves, 10. Byala.

N.B.—The Government will not make any extra demand for lands resigned from occupation and the lessee shall not be entitled to any rebate on account of lands taken up for cultivation during the currency of the lease.

Description of produce.

Tamarind fruit	Kan cardamom	Chilldabija
Seege kayi	Mrsani buds	Chagachebija
Gum	Halmaddi	Guggala
Honey	Hulgal seeds	Nim seeds
Bees-wax	Cinnamon seeds	Cashewnut
Kapilarang	Vetehuli	Pappalichakke
Gerubija or marking nut	Bende fibre	Hippe seeds
Wood apple	Wild olive	Mango fruits
Lichens	Silk cotton	Kalluhuvu
Maradipoppu or charpoppu	Kirichal (State Forest)	Makliberu (State Forest)
Horns	Pith	Sogadeberu do
Hides	Linseed	Kakkekayi
Tarikayi	Bolar bark	Somechekke
Kanchagache	Pot stone	Lebi fruit
Gallnut	Rampatre or kanpatre	Inglara
Antavaladakai	Jungle saffron	Nili seeds
Guricharlue	Patanga	Nux-vomica
Wild castor seeds	Bones	
Kan pepper	Maddi	

REMARKS.—The following produce in the localities mentioned below are excluded from the list of produce detailed above, as they will be sold as independent items:—

1.	Tumkur District ..	... Seethapal, Nux-vomica
2.	Bangalore District ...	... Marady seeds, Nux-vomica
3.	Shimoga District ...	... Cardamom
4.	Hassan District ...	... Alale
5.	Chitaldrug District ...	... Tamarind
6.	Sagar Division ...	... Nux- vomica, gallnut, wax
7.	Kolar District ...	... Tamarind, Seethapal and Marady seeds

2. The auction will commence at 2 P.M., and if it is not concluded on the same day, will be continued on the next following day at the same hour.

3. Defaulters on account of previous leases will not be permitted to bid.

4. No person will be allowed to bid unless he (1) produces a certificate from the Amildar of the Taluk in which he resides in regard to his solvency and if t extent, or an exchange certificate as provided in clause 5 and (2) deposits also with the officer holding the sale a sum of Rs. 200 which must be in the form of cash or currency notes.

5. The highest bidder shall deliver his solvency certificate to the officer conducting the sale, and get in exchange, if he so desires, a certificate signed by the later which will be a sufficient authority for him to bid at auction sale in any one of the remaining divisions. This exchange certificate shall be delivered to the officer conducting the sale in case the party named therein happens to be the highest bidder obtaining in lieu thereof, if he wishes, a fresh exchange certificate for his use. The exchange certificate will contain all the particulars found in the Amildar's certificate with the details of purchase made in the sales of other divisions as well as in the one, in which the exchange certificate is sought for. The deposits of unsuccessful bidders will be returned immediately after the sale.

6. The exclusive right of collecting and removing the produce above described will be disposed of to the highest bidder, subject to the confirmation of the Chief Conservator of Forests and the Conservator of Forests, Shimoga, who, at his discretion, may accept or reject the highest or any other bid without assigning any reason therefor.

7. The successful bidders shall, immediately after the close of the sale credit into the Government Treasury, one-quarter of the total sale amount including the deposit already made together with local, railway and other cesses, on the entire lease amount at the rates prevailing in the district. In default, the deposit will be forfeited and the right resold. Such resales will be at the risk of the defaulting purchaser who will be liable to make good any loss that may result to Government right but will have no claim to any surplus accruing therefrom. Such losses will be recoverable as an arrear of land revenue.

8. If the sale is not confirmed by the authority concerned, all moneys paid will be refunded to the party.

9. Within fifteen days of the intimation of the confirmation of the sale the successful bidder shall execute an agreement with one or more sureties to the satisfaction of the District Forest Officer, on a stamped paper of proper value, procured at his own cost, and also furnish security deposit of Rs. 500 or one-quarter of the sale amount whichever is less, for the due fulfilment of the conditions of the contract, in the shape of Government Savings Bank Deposit.

In default either to execute the agreement with the necessary sureties or to furnish the required security or both, the contract will be cancelled, and the right resold, the defaulter being liable for any deficit, in the three-fourths of the original sale amount. He shall have no claim to any surplus accruing from such resale, but shall be liable for the loss arising therefrom which will be recovered as an arrear of land revenue under section 79 of the Mysore Forest Regulation or any other law in force for the time being.

Note.—(i) The solvency and the respectability of the sureties should be proved to the satisfaction of the Deputy Commissioner and the sureties shall be held responsible for all payments to be made under the lease and for the due fulfilment of all the conditions of the contract.

(ii) A sample form of the agreement may be seen at any of the District Forest Offices.

10. The balance of three-fourths of sale amount will be paid in three equal instalments as follows :—

First khist	on or before	1st December 1930.
Second	do	1st March 1931.
Third	do	1st July 1931.

In default to pay the instalments on due dates, the contract will be cancelled and the right resold, the defaulter being liable for any deficit in the amount due to Government less the amount already paid. He shall have no claim on the surplus accruing from such resale, but shall be liable to the loss arising therefrom, which shall be recovered as an arrear of land revenue, under section 79 of the Mysore Forest Regulation, or any other law in force for the time being.

Further conditions to be entered in the agreement are :—

(*a*) The lessee, his maistries or servants shall not cut or injure any tree in any way on the plea of collecting the produce.

(*b*) The lessee shall furnish a list of sub-contractors, agents or maistries and servants who may be appointed by him for the collection of the produce.

(*c*) The lessee shall work out the lease himself and not transfer or sublet it to others without the previous sanction of the Chief Conservator of Forests. If any sub-lessees are approved, such sub-lessees shall not further sub-let it without previous sanction.

(*d*) The coolies employed by the lessee or sub-lessee must take permits from the Range Officers when they enter State Forests.

(*e*) The lessee or sub-lessee shall keep accounts showing the quantity of the produce collected and removed in accordance with the lease and permit the inspection of such accounts by any Forest Officer of and above the rank of a Ranger having jurisdiction within the area referring to the lease, and Officers of the Revenue and the Police Departments of and above the rank of an Amildar or Police Inspector, respectively.

(*f*) The lessee or sub-lessee shall render every month to the District Forest Officer an account of the number of cart-loads of produce collected and carted during the month.

(*g*) The lessee or sub-lessee shall provide printed licenses and passes in triplicate for the collection and for the export of the produce under his signature. In the latter case, each cart-load, must be covered by a pass. These licenses and passes which will be in books shall be obtained from the Range Forest Officer and will have a seal of the District Forest Officer, impressed. The duplicate copies will be submitted to the Range Forest Officer, on the day on which the license or pass is issued. When the books are completed, the counterfoils should be returned to the District Forest Officer through the Range Forest Officer and fresh supply obtained.

Note.—(1) Forest Forms 84 and 85 shall be used.

(*h*) The lessee or sub-lessee, his agents or maistries and servants shall be held responsible for any fires caused by negligence either by themselves or by their workmen and shall prevent the occurrence of fires in the Forests in which they may be working and render prompt assistance in extinguishing such fires as may break out accidentally. They will be liable also under the Forest Regulation, irrespective of any action that may be taken under the contract.

(*i*) The lessee or sub-lessee shall remove out of the limits of the taluk before the 30th June 1932 all the produce collected and stored under the terms of the lease.

(*j*) Neither the lessee or sub-lessee, nor his employees, shall enter the State Forest either before sunrise or after sunset.

(*k*) No collection of the minor forest produce will be permitted in the State Forests during the fire season, *i.e.*, from the 15th February to end of April of each year.

(*l*) The lessee or sub-lessee shall not interfere with the recognised rights of Inamdars.

(*m*) The lessee or sub-lessee has no right to the produce or trees on occupied lands and the village Amarai as detailed in para 1 above.

(*n*) No damage will be caused to the trees while collecting the minor forest produce, any such damage will be assessed by the Range Forest Officer, which will be approved by the District Forest Officer. The District Forest Officer's decision in the assessment of the damages will be final. The assessed damages will be recovered from the security deposit of the lessee.

(*o*) The lessee or sub-lessee shall hold responsible himself for the acts of his agents or servants in the business of collection and transport.

11. In the event of breach of any of these conditions, the lease will be cancelled or the security amount forfeited in whole or in part or both these penalties will be enforced at the discretion of the District Forest Officer, the Conservator of Forests, Shimoga, or the Chief Conservator of Forests as the case may be. In the case of mere forfeiture of the deposit amount, in part, or in full, the difference will be made good immediately by the contractor, and if not, the lease will be cancelled and resold at the risk of the original purchaser, who will be liable for any loss which will become recoverable as an arrear of land revenue but not participate in any profits.

C. A. JABBAR,
District Forest Officer.

HASSAN DISTRICT.

Abstract Notification, dated 21st September 1930.

The attention of the public is invited to the detailed notification of date regarding the sales of the right of collecting bettas in the Ghat Forest of the Manjarabad Range, published on pages 1210, Part VI of the *Mysore Gazette*, dated 9th October 1930.

Abstract Notification dated 3rd October 1930.

The attention of the public is invited to the following detailed notifications of date, published on pages 1211 to 1212, Part VI of the *Mysore Gazette*, dated 9th October 1930 :—

1. Tangadi and Kakke barks resale of Belur, Arsikere, Channarayapatna and Hole-Narsipur Taluk.	To be held at Hassan, on 3rd November 1930.
2. Sale of canes of Manjarabad Ghat Forests ...	To be held at Sakiespur, on 23rd October 1930.
3. Sale of Honne Timber in Hirikalgudda Forest.	To be held at Arsikere Travellers' Bungalow, on 28th October 1930.
4. Sale of Hulve, etc., timbers in Amrut Mahal Kavals of Arsikere Range.	To be held at Bageshapur, on 27th October 1930.
5. Sale of charcoal coupe of Rangapur Amrut Mahal Kaval.	Do do

MAHOMMED PIR,
District Forest Officer.

SAGAR FOREST DIVISION.

Abstract Notification.

Attention of the public is invited to the notification regarding the sale of the right of collecting and removing Tupra leaves in Sorab Taluk, for the period ending 30th June 1933, published in pages 1217 to 1218, Part VI of the *Mysore Gazette*, dated 9th October 1930.

P. KRISHNASWAMI RAO,
District Forest Officer.

ENGINEERING DEPARTMENT.

KOLAR DIVISION.

Dated 18th October 1930.

Notice is hereby given that sealed tenders will be received at the Office of the Executive Engineer, Kolar Division, up to 2 P.M. of 29th October 1930, for Restoring Dodrahalli Komatigere Kadukere of Bowringpet Taluk. An approximate estimate of quantities is given below. These quantities are not guaranteed. The work should be completed by the end of December 1931.

2. The plans, detailed estimate and conditions may be seen at the Executive Engineer's Office at Kolar, between the hours of 11 A.M. and 5 P.M.